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7 Attorney for KAREL SPIKES

8 IN THE UNITED STATES DISTRICT COURT
9 SOUTHERN DISTRICT OF CALIFORNIA

10 KAREL SPIKES,

11 Plaintiff,

12 vs.

13 JD COLLISION CENTER, MD AUTO REPAIR &
14 TIRES and PRECISION MOTORS; JAMACHA
15 ROAD ASSOCIATES, LLC and DOES 1
16 THROUGH 10, Inclusive,

17 Defendants.

Case No.: 07 cv 2396
IEG (WMC)

**JOINT MOTION FOR
DISMISSAL**

[F.R.Civ.P. Rule 41
(a)(1), (2)]

18 **IT IS HEREBY STIPULATED** by and between KAREL SPIKES,
19 Plaintiff, on the one hand, and JD COLLISION CENTER, MD AUTO
20 REPAIR & TIRES and PRECISION MOTORS and JAMACHA ROAD ASSOCIATES,
21 LLC, Defendants, on the other hand, (hereinafter "the Parties")
22 through their respective attorneys of record that said Parties
23 have agreed to resolve the case between them by way of
24 settlement.

25 The Parties further stipulate that Magistrate Judge William
26 McCurine, or any other Magistrate Judge appointed by the Court,
27 shall retain jurisdiction over all disputes between the Parties
28 arising out of the Settlement Agreement including, but not

1 limited to, interpretation and enforcement of the terms of the
2 Settlement Agreement. The terms of the Settlement Agreement are
3 hereby incorporated in this Joint Motion for Dismissal.

4 The Parties further stipulate, pursuant to Federal Rules of
5 Civil Procedure 41(a) (1,2), that this Court enter a dismissal of
6 Plaintiff's Complaint in USDC Case No. 07 cv 2396 IEG (WMC) in
7 its entirety and with prejudice. The Parties further stipulate
8 that each shall bear its, his or her own costs and fees with
9 respect to any claims they may have against each other in the
10 instant action, except as otherwise set forth in the Settlement
11 Agreement.

12 IT IS SO STIPULATED.

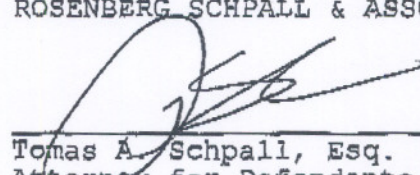
13 LAW OFFICES OF AMY B. VANDEVELD

14
15 DATED: _____

S/Amy B. Vandeveld
AMY B. VANDEVELD,
Attorney for Plaintiff
E-mail: abvusdc@hotmail.com

18
19 ROSENBERG SCHPALL & ASSOCIATES

20
21 DATED: 3/25/08 _____

By: 
Thomas A. Schpall, Esq.
Attorney for Defendants
JD COLLISION CENTER, MD AUTO REPAIR
& TIRES and PRECISION MOTORS

24 LAW OFFICES OF F. SIGMUND LUTHER

25
26 DATED: _____

By: ~~Thomas A. Schpall~~, Esq.
Attorney for Defendant
JAMACHA ROAD ASSOCIATES, LLC

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619 239 0541 P.03/03

1 limited to, interpretation and enforcement of the terms of the
2 Settlement Agreement. The terms of the Settlement Agreement are
3 hereby incorporated in this Joint Motion for Dismissal.

4 The Parties further stipulate, pursuant to Federal Rules of
5 Civil Procedure 41(a) (1,2), that this Court enter a dismissal of
6 Plaintiff's Complaint in USDC Case No. 07 cv 2396 IEG (WMC) in
7 its entirety and with prejudice. The Parties further stipulate
8 that each shall bear its, his or her own costs and fees with
9 respect to any claims they may have against each other in the
10 instant action, except as otherwise set forth in the Settlement
11 Agreement.

12 IT IS SO STIPULATED.

13 LAW OFFICES OF AMY B. VANDEVELD
14

15 DATED: _____

16 S/Amy B. Vandeveld
17 AMY B. VANDEVELD,
18 Attorney for Plaintiff
19 E-mail: abvusdc@hotmail.com

20 ROSENBERG SCHPALL & ASSOCIATES

21 DATED: _____

22 By: TOMAS A. SCHPALL, Esq.
23 Attorney for Defendants
24 JD COLLISION CENTER, MD AUTO REPAIR
25 & TIRES and PRECISION MOTORS

26 LAW OFFICES OF F. SIGMUND LUTHER

27 DATED: 4/2/08

28 ~~By: F. Sigmund Luther, Esq.,
Attorney for Defendant
JAMACHA ROAD ASSOCIATES, LLC~~